

EXHIBIT 15

G.I. JOE: A REAL AMERICAN HERO
PRODUCTION LICENSE AGREEMENT

AGREEMENT made and entered into by and between Hasbro, Inc. ("Hasbro"), Milton Bradley International, Inc. ("MBI"), Sunbow Productions, Inc. ("Sunbow"), Starwild Music, Inc. ("Starwild"), and Wildstar Music, Inc. ("Wildstar").

Hasbro hereby engages Sunbow, and Sunbow hereby agrees, to produce certain television programming as defined in Paragraph 2 below ("Programs") and to distribute such Programs in the United States, its territories and possessions and Canada, and MBI hereby engages Sunbow, and Sunbow hereby agrees, to distribute such Programs throughout the universe excluding the United States, its territories and possessions and Canada, all in accordance with the provisions herein contained and the Standard Terms and Conditions attached hereto and incorporated fully herein by reference ("Standard Terms and Conditions").

Hasbro and Sunbow hereby engage Starwild and Wildstar, and Starwild and Wildstar agree, to publish those musical compositions initially created for synchronization with the Programs in accordance with the provisions herein contained and the Standard Terms and Conditions.

1. The Property. The Programs shall be based on the name, characters, symbols, designs, likenesses and visual representations of G.I. JOE (the "Property"), all of which Hasbro and MBI represent to be owned or controlled by them as set forth in the Preamble to and Paragraph 1 of the Standard Terms and Conditions.

2. The Programs. The Programs shall consist of a series of eighty-three (83) episodes under the general title: "G.I. JOE: A REAL AMERICAN HERO." The Programs shall be animated in color, and each Program shall be approximately 28:30 minutes in length (including main and end titles and commercials). The Programs are to be produced for and will be initially telecast on a syndicated basis over so-called "free television" as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

3. Completion of Production. The eighty-three (83) Programs shall be completed and delivered in time for initial telecast to commence September, 1985.

4. Payment for Programs.

(a) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecast Term, Hasbro will pay to Sunbow the "Costs of Production" (as defined in Paragraph H(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total Thirteen Million One Hundred Nine Thousand Six Hundred Twelve and 51/100 Dollars (\$13,109,612.51) as enumerated in Exhibit A appended hereto; provided, however, that Hasbro will not be required to pay such portion of said amounts which are paid by a "Third Party Participant" (as defined in the Standard Terms and Conditions) as reflected in Exhibit A.

(b) The aforementioned payments include all (i) sales expenses, distribution fees and commissions, and distribution expenses in connection with the syndication of the Programs over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the "Initial Telecast Term," as defined in Paragraph 5 below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Production License Agreement ("PLA"), and (iv) all other "Costs of Production" as defined in the Standard Terms and Conditions.

5. Initial Telecast Term--Hasbro's Media Time. The "Initial Telecast Term" for the eighty-three (83) Programs shall be September 1, 1983 through September 28, 1988. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hasbro and Sunbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (i) all

commercial time granted by television stations in consideration for carrying any Programs and (ii) one hundred percent (100%) of all monies paid by television stations in consideration for carrying any Programs.

6. Hasbro's Time Subsequent to the Initial Telecast Term. Hasbro shall have the right to determine if the Programs are to be distributed subsequent to the Initial Telecast Term ("Subsequent Term") or whether to "rest" same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sunbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.

7. Additional Programming. Sunbow shall have a first negotiation right to both produce and distribute for telecast over free television as herein provided, any additional Programs in the Series and any additional television programming based on the Property or any principal character thereof which Hasbro determines to have produced primarily for initial telecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videocassettes, original programming for cable or pay television, or any other productions or programming based, in whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbow is not in breach of its obligations under the PLA or the Standard Terms and Conditions and Sunbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.

8. Sunbow's Compensation. The payments made and to be made pursuant to Paragraph 4 hereof by Hasbro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of

sets, costs of travel in connection with the production of the Programs, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called "supplemental market" payments to or on behalf of performing artists, all of which are enumerated under the caption "Production" in Exhibit A.

Said Production Fee Percentage shall be six percent (6%) with respect to the Programs produced hereunder. In addition, Sunbow shall be entitled to the "Sunbow Share" of the "Distribution Proceeds" (as such terms are defined in the Standard Terms and Conditions), if any, and to the percentage of the "Barter Media Value" (as defined in the Standard Terms and Conditions) of all time utilized by Hasbro subsequent to the Initial Telecast Term, all as provided for in the Standard Terms and Conditions. All revenues and expenses regarding the Programs shall be fully cross-collateralized with all revenues and expenses regarding all other episodes produced by Sunbow for initial telecast on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions.

9. Term. Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.

10. Territory. The Territory covered by this Agreement shall be the entire Universe.

11. Profit Participation of Marvel Entertainment Group ("Marvel"). Subject to compliance by Marvel with its obligations under Sunbow's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled to, and Sunbow shall pay Marvel a "Third Party Share" (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten percent (10%) of the Distribution Proceeds, if any. Further, unless otherwise agreed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (10%) of sixty-five percent (65%) of the "Barter Media Value" of time utilized directly by Hasbro or any of its companies during the Subsequent Term.

12. Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of any irreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall control.

HASBRO, INC.

By: [Signature]
Its: _____

MILTON-BRADLEY INTERNATIONAL, INC.

By: [Signature]
Its: _____

SUNBOW PRODUCTIONS, INC.

By: [Signature]
Its: _____

STARWILD MUSIC, INC.

By: [Signature]
Its: _____

WILDSTAR MUSIC, INC.

By: [Signature]
Its: _____

HASBRO/SUNBOY PRODUCTION LICENSE AGREEMENT

EXHIBIT A

TITLE : G.I. JOE SERIES (83)
ESTIMATE #2011

PRODUCTIONBUDGET

Animation
Script
Talent
Music
Production

Total production

OTHER PRODUCTION

Production Fee @ 6%
Operations (Insurance act)
Residuals
Holding Cost
CA Sales Tax

Total Other Production

SALES

Sales
Sales Material
Station Promo Material
Public Relations
Conventions
Advertising
Station Compensation

Total Sales

Distribution

Syndication Fee
Distribution

Total Distribution

RESERVETRANSFERTHIRD PARTY PARTICIPANT CONTRIBUTION

TOTAL NET COST

REDACTED

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Hasbro hereby engages Sunbow, and Sunbow hereby agrees, to produce certain television programming as defined in Paragraph 2 below ("Programs") and to distribute such Programs in the United States, its territories and possessions and Canada, and MBI hereby engages Sunbow, and Sunbow hereby agrees, to distribute such Programs throughout the universe excluding the United States, its territories and possessions and Canada, all in accordance with the provisions herein contained and the Standard Terms and Conditions attached hereto and incorporated fully herein by reference ("Standard Terms and Conditions").

Hasbro and Sunbow hereby engage Starwild and Wildstar, and Starwild and Wildstar agree, to publish those musical compositions initially created for synchronization with the Programs in accordance with the provisions herein contained and the Standard Terms and Conditions.

1. The Property. The Programs shall be based on the name, characters, symbols, designs, likenesses and visual representations of G.I. JOE (the "Property"), all of which Hasbro and MBI represent to be owned or controlled by them as set forth in the Preamble to and Paragraph L of the Standard Terms and Conditions.

2. The Programs. The Programs shall consist of a series of five (5) episodes under the general title: "G.I. JOE: A REAL AMERICAN HERO." The Programs shall be animated in color, and each Program shall be approximately 28:50 minutes in length (including main and end titles and commercials). The Programs are to be produced for and will be initially telecast on a syndicated basis over so-called "free television" as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

3. Completion of Production. The five (5) Programs shall be completed and delivered in time for initial telecast to commence September, 1983.

4. Payment for Programs.

(a) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecast Term, Hasbro will pay to Sunbow the "Costs of Production" (as defined in Paragraph H(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total One Million Nine Hundred Sixty-Two Thousand Two Hundred Ninety and 40/100 Dollars (\$1,962,290.40) as enumerated in Exhibits A and B appended hereto.

(b) The aforementioned payments include all (i) sales expenses, distribution fees and commissions, and distribution expenses in connection with the syndication of the Programs over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the "Initial Telecast Term," as defined in Paragraph 5 below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Production License Agreement ("PLA"), and (iv) all other "Costs of Production" as defined in the Standard Terms and Conditions.

5. Initial Telecast Term--Hasbro's Media Time. The "Initial Telecast Term" for the five (5) Programs shall be September 1, 1983 through September 28, 1983. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hasbro and Sunbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (i) all commercial time granted by television stations in consideration for carrying any Programs and (ii) one hundred percent (100%) of all monies paid by television stations in consideration for carrying any Programs.

6. Hasbro's Time Subsequent to the Initial Telecast Term. Hasbro shall have the right to determine if the Programs are to be distributed subsequent to the Initial Telecast Term ("Subsequent Term") or whether to "rest" same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sunbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.

7. Additional Programming. Sunbow shall have a first negotiation right to both produce and distribute for telecast over free television as herein provided, any additional Programs in the Series and any additional television programming based on the Property or any principal character thereof which Hasbro determines to have produced primarily for initial telecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videocassettes, original programming for cable or pay television, or any other productions or programming based, in whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbow is not in breach of its obligations under the PSA or the Standard Terms and Conditions and Sunbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.

8. Sunbow's Compensation. The payments made and to be made pursuant to Paragraph 4 hereof by Hasbro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of sets, costs of travel in connection with the production of the Programs, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called "supplemental market" payments to or on behalf of performing artists, all of which are enumerated under the caption "Production" in Exhibits A and B.

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Said Production Fee Percentage shall be zero percent (0%) with respect to the Programs produced hereunder. In addition, Sunbow shall be entitled to the "Sunbow Share" of the "Distribution Proceeds" (as such terms are defined in the Standard Terms and Conditions), if any, and to the percentage of the "Barter Media Value" (as defined in the Standard Terms and Conditions) of all time utilized by Hasbro subsequent to the Initial Telecast Term, all as provided for in the Standard Terms and Conditions. All revenues and expenses regarding the Programs shall be fully cross-collateralized with all revenues and expenses regarding all other episodes produced by Sunbow for initial telecast on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions.

9. Term. Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.

10. Territory. The Territory covered by this Agreement shall be the entire Universe.

11. Profit Participation of Marvel Entertainment Group ("Marvel"). Subject to compliance by Marvel with its obligations under Sunbow's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled to, and Sunbow shall pay Marvel a "Third Party Share" (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten percent (10%) of the Distribution Proceeds, if any. Further, unless otherwise agreed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (10%) of sixty-five percent (65%) of the "Barter Media Value" of time utilized directly by Hasbro or any of its companies during the Subsequent Term.

12. Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of:

any irreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall control.

HASBRO, INC.

By: *Barry J. Culp*
Its: _____

SUNBOW PRODUCTIONS, INC.

By: *[Signature]*
Its: _____

MILTON BRADLEY INTERNATIONAL, INC.

By: *Barry J. Culp*
Its: _____

STARWILD MUSIC, INC.

By: *[Signature]*
Its: _____

WILDSTAR MUSIC, INC.

By: *[Signature]*
Its: _____

HARRIS/SUNSHINE PRODUCTION LICENSE AGREEMENT

EXHIBIT A

TITLE : S.I. JOE 2 MINI-SERIES

ESTIMATE #2901

PRODUCTION	BUDGET
Animation	11,500,000.00
Script	52,547.50
Talent	10,000.25
Music	5,000.11
Production	34,913.72
Total Production	1,503,512.59
OTHER PRODUCTION	
Production Fee @	
Operations (insurance ect)	13,575.54
Residuals	17,599.76
Holding Cost	
CA Sales Tax	
Total Other Production	31,175.40
SALES	
Sales	195,250.72
Sales Material	
Station Promo Material	
Public Relations	
Conventions	
Advertising	
Station Compensation	4,500.00
Total Sales	201,350.78
Distribution	
Syndication Fee	
Distribution	
Total Distribution	0.00
RESERVE	0.00
TRANSFER	0.00
TOTAL COST	11,835,539.77

WISBRO/SEASON PRODUCTION LICENSE AGREEMENT

EXHIBIT B

TITLE : G.I. JOE & MINI-SERIES (AERIAN)

ESTIMATE #2009

<u>PRODUCTION</u>	<u>BUDGET</u>
Animation	
Script	
Talent	
Music	
Production	
Total production	0.00
<u>OTHER PRODUCTION</u>	
Production Fee 3	
Operations (Insurance ect)	
Residuals	24,282.65
Holding Cost	
CA. Sales Tax	
Total Other Production	24,282.65
<u>SALES</u>	
Sales	96,186.11
Sales Material	
Station Promo Material	
Public Relations	
Conventions	
Advertising	
Station Compensation	5,281.87
Total Sales	101,467.98
<u>Distribution</u>	
Syndication Fee	
Distribution	
Total Distribution	0.00
<u>RESERVE</u>	0.00
<u>TRANSFER</u>	0.00
TOTAL COST	125,750.63

G.I. JOE: A REAL AMERICAN HERO
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Hasbro and Sunbow hereby engage Starwild and Wildstar, and Starwild and Wildstar agree, to publish those musical compositions initially created for synchronization with the Programs in accordance with the provisions herein contained and the Standard Terms and Conditions.

1. The Property. The Programs shall be based on the name, characters, symbols, designs, likenesses and visual representations of G.I. JOE (the "Property"), all of which Hasbro and MBI represent to be owned or controlled by them as set forth in the Preamble to and Paragraph 1 of the Standard Terms and Conditions.

2. The Programs. The Programs shall consist of a series of five (5) episodes under the general title: "G.I. JOE: A REAL AMERICAN HERO." The Programs shall be animated in color, and each Program shall be approximately 28:50 minutes in length (including main and end titles and commercials). The Programs are to be produced for and will be initially telecast on a syndicated basis over so-called "free television" as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

3. Completion of Production. The five (5) Programs shall be completed and delivered in time for Initial telecast to commence September, 1984.

4. Payment for Programs.

(a) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecast Term, Hasbro will pay to Sunbow the "Costs of Production" (as defined in Paragraph E(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total Two Million One Hundred Twenty Thousand Eight Hundred Forty-Seven and 42/100 Dollars (\$2,120,347.42) as enumerated in Exhibit A appended hereto.

(b) The aforementioned payments include all (i) sales expenses, distribution fees and commissions, and distribution expenses in connection with the syndication of the Programs over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the "Initial Telecast Term," as defined in Paragraph 3 below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Production License Agreement ("PLA"), and (iv) all other "Costs of Production" as defined in the Standard Terms and Conditions.

5. Initial Telecast Term--Hasbro's Media Time. The "Initial Telecast Term" for the five (5) Programs shall be September 1, 1983 through September 28, 1988. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hasbro and Sunbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (i) all commercial time granted by television stations in consideration for carrying any Programs and (ii) one hundred percent (100%) of all monies paid by television stations in consideration for carrying any Programs.

6. Hasbro's Time Subsequent to the Initial Telecast Term. Hasbro shall have the right to determine if the Programs are to be distributed subsequent to the Initial Telecast Term ("Subsequent Term") or whether to "rest" same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sunbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.

7. Additional Programming. Sunbow shall have a first negotiation right to both produce and distribute for telecast over free television as herein provided, any additional Programs in the Series and any additional television programming based on the Property or any principal character thereof which Hasbro determines to have produced primarily for initial telecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videocassettes, original programming for cable or pay television, or any other productions or programming based, in whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbow is not in breach of its obligations under the PLA or the Standard Terms and Conditions and Sunbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.

8. Sunbow's Compensation. The payments made and to be made pursuant to Paragraph 4 hereof by Hasbro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of sets, costs of travel in connection with the production of the Programs, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called "supplemental market" payments to or on behalf of performing artists, all of which are enumerated under the caption "Production" in Exhibit A.

Said Production Fee Percentage shall be ten percent (10%) with respect to the Programs produced hereunder. In addition, Sunbow shall be entitled to the "Sunbow Share" of the "Distribution Proceeds" (as such terms are defined in the Standard Terms and Conditions), if any, and to the percentage of the "Barter Media Value" (as defined in the Standard Terms and Conditions) of all time utilized by Hasbro subsequent to the Initial Telecast Term, all as provided for in the Standard Terms and Conditions. All revenues and expenses regarding the Programs shall be fully cross-collateralized with all revenues and expenses regarding all other episodes produced by Sunbow for initial telecast on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions.

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HASBRO, INC.

By: [Signature]
Its: [Signature]

SUNBOW PRODUCTIONS, INC.

By: [Signature]
Its: [Signature]

MILTON BRADLEY INTERNATIONAL, INC.

By: [Signature]
Its: [Signature]

STARWILD MUSIC, INC.

By: [Signature]
Its: [Signature]

WILDSTAR MUSIC, INC.

By: [Signature]
Its: [Signature]

HARRIS/SINGH PRODUCTION LICENSE AGREEMENT

EXHIBIT A

TITLE : G.I. JOE (11 MINI-SERIES)
ESTIMATE #207

PRODUCTION	BUDGET
Animation	11,570,240.00
Script	50,504.45
Talent	350.00
Music	1,162.00
Production	39,504.25

Total production 1,566,571.50

OTHER PRODUCTION

Production Fee @ 18%	166,557.15
Operations (Insurance ect)	3,875.00
Residuals	31,555.02
Holding Cost	
CA: Sales Tax	

Total Other Production 204,987.17

SALES

Sales	22,491.75
Sales Material	
Station Promo Material	
Public Relations	
Conventions	
Advertising	
Station Compensation	25,725.00

Total Sales 250,197.75

Distribution

Syndication Fee	
Distribution	

Total Distribution 0.00

RESERVE 0.00

TRANSFER 0.00

TOTAL COST 12,120,947.42

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Hasbro and Sunbow hereby engage Starwild and Wildstar, and Starwild and Wildstar agree, to publish those musical compositions initially created for synchronization with the Programs in accordance with the provisions herein contained and the Standard Terms and Conditions.

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2. The Programs. The Programs shall consist of a series of eighty-three (83) episodes under the general title: "G.I. JOE: A REAL AMERICAN HERO." The Programs shall be animated in color, and each Program shall be approximately 28:50 minutes in length (including main and end titles and commercials). The Programs are to be produced for and will be initially telecast on a syndicated basis over so-called "free television" as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

3. Completion of Production. The eighty-three (83) Programs shall be completed and delivered in time for initial telecast to commence September, 1985.

4. Payment For Programs.

(a) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecast Term, Hasbro will pay to Sunbow the "Costs of Production" (as defined in Paragraph H(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total Thirteen Million One Hundred Nine Thousand Six Hundred Twelve and 51/100 Dollars (\$13,109,612.51) as enumerated in Exhibit A appended hereto; provided, however, that Hasbro will not be required to pay such portion of said amounts which are paid by a "Third Party Participant" (as defined in the Standard Terms and Conditions) as reflected in Exhibit A.

(b) The aforementioned payments include all (i) sales expenses, distribution fees and commissions, and distribution expenses in connection with the syndication of the Programs over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the "Initial Telecast Term," as defined in Paragraph 5 below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Production License Agreement ("PLA"), and (iv) all other "Costs of Production" as defined in the Standard Terms and Conditions.

5. Initial Telecast Term--Hasbro's Media Time. The "Initial Telecast Term" for the eight-three (83) Programs shall be September 1, 1983 through September 29, 1988. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hasbro and Sunbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (i) all

commercial time granted by television stations in consideration for carrying any Programs and (ii) one hundred percent (100%) of all monies paid by television stations in consideration for carrying any Programs.

6. Hasbro's Time Subsequent to the Initial Telecast Term. Hasbro shall have the right to determine if the Programs are to be distributed subsequent to the Initial Telecast Term ("Subsequent Term") or whether to "rest" same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sunbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.

7. Additional Programming. Sunbow shall have a first negotiation right to both produce and distribute for telecast over free television as herein provided, any additional Programs in the Series and any additional television programming based on the Property or any principal character thereof which Hasbro determines to have produced primarily for initial telecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videocassettes, original programming for cable or pay television, or any other productions or programming based, in whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbow is not in breach of its obligations under the PLA or the Standard Terms and Conditions and Sunbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.

8. Sunbow's Compensation. The payments made and to be made pursuant to Paragraph 4 hereof by Hasbro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of

sets, costs of travel in connection with the production of the Programs, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called "supplemental market" payments to or on behalf of performing artists, all of which are enumerated under the caption "Production" in Exhibit A.

Said Production Fee Percentage shall be six percent (6%) with respect to the Programs produced hereunder. In addition, Sunbow shall be entitled to the "Sunbow Share" of the "Distribution Proceeds" (as such terms are defined in the Standard Terms and Conditions), if any, and to the percentage of the "Barter Media Value" (as defined in the Standard Terms and Conditions) of all time utilized by Hasbro subsequent to the Initial Telecast Term, all as provided for in the Standard Terms and Conditions. All revenues and expenses regarding the Programs shall be fully cross-collateralized with all revenues and expenses regarding all other episodes produced by Sunbow for initial telecast on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions.

9. Term. Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.

10. Territory. The Territory covered by this Agreement shall be the entire Universe.

11. Profit Participation of Marvel Entertainment Group ("Marvel"). Subject to compliance by Marvel with its obligations under Sunbow's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled to, and Sunbow shall pay Marvel, a "Third Party Share" (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten percent (10%) of the Distribution Proceeds, if any. Further, unless otherwise agreed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (10%) of sixty-five percent (65%) of the "Barter Media Value" of time utilized directly by Hasbro or any of its companies during the Subsequent Term.

12. Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of any irreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall control.

HASBRO, INC.

By: [Signature]
Its: [Signature]

MILTON-BRADLEY INTERNATIONAL, INC.

By: [Signature]
Its: [Signature]

SUNBOW PRODUCTIONS, INC.

By: [Signature]
Its: [Signature]

STARWILD MUSIC, INC.

By: [Signature]
Its: [Signature]

WILDSTAR MUSIC, INC.

By: [Signature]
Its: [Signature]

HRSBRO/SUNSHINE PRODUCTION LICENSE AGREEMENT

EXHIBIT A

TITLE : G.I. JOE SERIES (G3)
ESTIMATE #2011

PRODUCTION	BUDGET
Animation	\$17,898,848.88
Script	778,898.00
Talent	11,698.47
Music	5,343.13
Production	198,883.00
Total production	17,977,873.58
OTHER PRODUCTION	
Production Fee @ 5%	1,078,572.42
Operations (insurance ect)	98,864.87
Residuals	1,255,712.23
Holding Cost	
CA Sales Tax	
Total Other Production	2,432,149.72
SALES	
Sales	288,192.41
Sales Material	98.88
Station Promo Material	25,928.25
Public Relations	9,790.35
Conventions	52,943.44
Advertising	48,191.67
Station Compensation	7,464.91
Total Sales	465,962.88
Distribution	
Syndication Fee	638,898.88
Distribution	635,329.11
Total Distribution	1,275,329.11
RESERVE	0.88
TRANSFER	0.28
THIRD PARTY PARTICIPANT CONTRIBUTION	(9,888,888.00)
TOTAL NET COST	115,189,512.51

THE JEM (WEEKLY AND DAILY) SERIES PRODUCTION LICENSE AGREEMENT

AGREEMENT made and entered into by and between Hasbro, Inc., a Rhode Island corporation with offices at 1027 Newport Avenue, Pawtucket, Rhode Island 02861 ("Hasbro"), and Sunbow Productions, Inc., a Delaware corporation with offices at 130 Fifth Avenue, New York, NY 10011 ("Sunbow").

Hasbro engages Sunbow to produce and to distribute, and Sunbow agrees to produce and distribute for Hasbro, certain television programming (the "Programs") in accordance with the following terms and conditions and the Standard Terms and Conditions annexed hereto (the "Standard Terms and Conditions"), it being understood that the Programs are being produced for and will be initially telecast on a syndicated basis over so-called "free" over-the-air television, a such term is defined in the Standard Terms and Conditions.

1. The Property: The Programs shall be based on The JEM characters (the "Characters"), all of which Hasbro represents to be owned or controlled by it as set forth in the Standard Terms and Conditions.

2. The Programs: The Programs shall consist of
a series of 65 Programs
(60 new plus five transferred from Super Sunday)
under the general title,

"JEM"

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6/22/87

The Program shall be animated, and each Program shall be approximately 28:50 minutes in length (including commercials). It is acknowledged that the Programs have heretofore been produced and have heretofore been telecast over "free" over air television and are currently being so telecast.

3. Completion of Production: Certain of the 60 Programs (those not transferred from Super Sunday) were or will be completed and delivered by Sunbow beginning May 4, 1986 and the balance will be completed and delivered on or before March 1, 1988. The five Programs transferred from Super Sunday were delivered in or about February 1986.

4. Payment For Programs:

(a) Subject to Paragraph H of the Standard Terms and Conditions, the total cost to Hasbro for the Production of the Programs, and the items, costs and expenses itemized in subparagraph (b) of this Paragraph 4 is \$17,814,540. (including \$688,200 transferred from Super Sunday) as outlined in Exhibits "A" through "D", annexed, which amount shall be paid by Hasbro to Sunbow.

(b) The aforementioned payments include all (i) sales expenses, distribution fees and commissions, and distribution expenses, all in connection with the syndication of the Programs over "free-over-the-air" television in the United States, for the Initial Telecast Term, as defined, (ii)

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6/22/87

for the Initial Telecast Term an estimate of all residual fees by reason of use in "free-over-the-air" television (and without limitation other than so-called supplemental market payments and any other payments) due to performing and other creative personnel (or those furnishing same) and applicable unions and (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Agreement.

(c) It is acknowledged by Sunbow that \$7,344,499.58 has heretofore been paid by Hasbro to Sunbow as of May 31, 1987.

(d) The balance of said remaining \$10,470,040.42 shall be paid at such times as the parties may agree, except that in all events, Production Costs, as defined in The Standard Terms and Conditions, shall be paid in sufficient time to enable Sunbow to meet its production requirements and its residual payment obligations.

5. Initial Telecast Term--Hasbro's Media Time: The "Initial Telecast Term" for the 60 Programs (other than the five transferred from Super Sunday) shall be May 3, 1986 to September 17, 1989. The Initial Telecast Term for the five Programs transferred from Super Sunday is September 1, 1985 to September 17, 1989.

During the Initial Telecast Term, Hasbro shall be entitled, without the payment of additional compensation, to the following:

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6/22/87

With respect to the aforesaid 65 Programs (which have been and are to be distributed on a "barter" basis) Hasbro shall be entitled to 1,332 30-second spots either in the Programs or spun into "children's time", as such phrase is understood in the television business and defined in the Standard Terms and Conditions, over "free" over-the-air television in the United States, its territories, possessions and commonwealths (the "Domestic Territory"), all spots to air between May 3, 1986 and September 17, 1989, as well as the monies, if any, paid by the particular television stations carrying such programs for such programs.

6. Hasbro's Time Subsequent to the Initial Telecast

Term: Hasbro shall have the right to determine if the Programs are to be distributed subsequent to the Initial Telecast Term (the "Subsequent Term") or whether to "rest" same from time to time during the Subsequent Term. Provided that Sunbow is not in breach of its obligations hereunder or in the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.

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7. Additional Programming: Sunbow shall have a right of first negotiation to both produce and distribute for broadcast, as herein provided, any additional Programs in the Series and any additional television programming based on the Characters or additional characters which Hasbro determines to have produced as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, video discs or video cassettes, original programming for cable or pay television, or any other productions or programming based, in whole or in part, upon the Characters or additional characters which Hasbro determines to have produced or distributed. Such rights shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but shall remain in effect only if Sunbow shall not be in breach of its obligations hereunder or in the Standard Terms and Conditions and shall have performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.

8. Sunbow's Production Fee Percentage and Other Payments To Sunbow: The payments made and to be made pursuant to Paragraph 4 hereof by Hasbro to Sunbow include a percentage payment to Sunbow based upon the costs set forth under the caption "Production" (the "Production Fee Percentage") set forth in Exhibits "A" through "D" hereof.

Such percentage (included in the Paragraph 4 payments) shall be 6% with respect to the 60 Programs in

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6/22/87

Exhibits "A" through "D" and 10% for the five Programs transferred from Super Sunday.

In addition, Sunbow shall be entitled to the share of the Sunbow net Proceeds and to the percentage of the "media value" or "syndicated value" of all time utilized by Hasbro subsequent to the Initial Telecast Term as provided for in Paragraph 5(a) of Section H of the Standard Terms and Conditions, which is payable only with respect to the amounts set forth on said Exhibits and not with respect to any costs in excess thereof for any of the items listed therein.

9. Term: Provided that it is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.

10. Territory: The territory covered by this Agreement shall be the entire universe.

11. Profit Participation of Marvel Entertainment

Group ("Marvel"): Subject to compliance by Marvel with its obligations under Sunbow's agreements with Marvel, Marvel shall be entitled to, and Sunbow shall pay to Marvel from the Sunbow Net Proceeds, an amount equal to 10% of the Sunbow Net Proceeds as defined in Section H of the Standard Terms and Conditions. Further, Marvel shall be entitled to receive an amount equal to 10% or 65% of the "media value" or "syndicated value" of time utilized directly by Hasbro or any of its companies during the Subsequent Term as such terms are defined in Paragraph 5(a) of

2245A/-6-
6/22/87

Section H of the Standard Terms and Conditions.

Dated: New York, New York
 , 198

HASBRO, INC.

By: _____

SUNBOW PRODUCTIONS, INC.

By: _____

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6/22/87

EXHIBIT A

HASBRO/SUNBOW PRODUCTION LICENSE AGREEMENT

JULY 15, 1987

TITLE: J E M (1 5)

ESTIMATE # 2029

PRODUCTIONBUDGET

Animation
Script
Talent
Music
Production

\$3,564,000.00
\$130,000.00
\$45,000.00
\$400,000.00
\$28,000.00

⊗ Total Production

\$4,167,000.00

OTHER PRODUCTION

Professional Fee @ 6%
Operations (Insurance etc)
Residuals
Holding Cost
CA. Sales Tax

\$249,840.00
\$40,000.00
\$300,000.00

Total Other Production

\$589,840.00

SALES

Sales
Sales Material
Station Promotion Material
Public Relations
Conventions
Advertising
Station Compensation

\$249,300.00
\$1,100.00
\$23,700.00
\$9,700.00
\$63,100.00
\$16,300.00
\$8,600.00

⊗ Total Sales

\$372,000.00

DISTRIBUTION

Syndication Fee
Distribution

\$263,100.00
\$132,300.00

Total Distribution

\$395,400.00

RESERVE

\$0.00

TRANSFER

\$688,200.00

PROJECT COST

\$6,212,440.00

REVENUES

Partner Contribution
Stations

\$0.00

Total Revenue

\$6,212,440.00

TOTAL NET COST

EXHIBIT B

HASBRO/SUNBOW PRODUCTION LICENSE AGREEMENT

JULY 15, 1987

TITLE: J E M (5)

ESTIMATE # 2035

PRODUCTION

BUDGET

Animation
Script
Talent
Music
Production

\$1,395,000.00
\$40,000.00
\$5,000.00
\$120,000.00
\$5,000.00

Total Production

\$1,565,000.00

OTHER PRODUCTION

Professional Fee @ 6%
Operations (Insurance etc)
Residuals
Holding Cost
CA. Sales Tax

\$93,900.00

Total Other Production

\$93,900.00

SALES

Sales
Sales Material
Station Promotion Material
Public Relations
Conventions
Advertising
Station Compensation

Total Sales

\$0.00

DISTRIBUTION

Syndication Fee
Distribution

Total Distribution

\$0.00

RESERVE

\$0.00

TRANSFER

PROJECT COST

\$1,658,900.00

REVENUES

Partner Contribution
Stations

Total Revenue

\$0.00

TOTAL NET COST

\$1,658,900.00

EXHIBIT C

HABRO/SUNBOW PRODUCTION LICENSE AGREEMENT

JULY 15, 1987

TITLE: J E M (2 2)

ESTIMATE # 2045

PRODUCTIONBUDGET

Animation	\$5,863,000.00
Script	\$242,000.00
Talent	\$50,800.00
Music	\$440,000.00
Production	\$141,000.00

⊗ Total Production	\$6,736,800.00
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OTHER PRODUCTION

Professional Fee & 6%	\$404,200.00
Operations (Insurance etc)	\$73,000.00
Residuals	\$800,000.00
Holding Cost	\$57,000.00
CA. Sales Tax	\$160,600.00

Total Other Production	\$1,494,800.00
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SALES

Sales	\$500,000.00
Sales Material	
Station Promotion Material	\$50,000.00
Public Relations	
Conventions	\$122,000.00
Advertising	\$28,000.00
Station Compensation	

⊗ Total Sales	\$800,000.00
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DISTRIBUTION

Syndication Fee	\$400,000.00
Distribution	\$745,800.00

Total Distribution	\$1,145,800.00
--------------------	----------------

RESERVE

\$110,000.00

TRANSFERPROJECT COST

\$10,287,400.00

REVENUES

Partner Contribution	(\$6,000,000.00)
Stations	

Total Revenue	(\$6,000,000.00)
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TOTAL NET COST

\$4,287,400.00

EXHIBIT D.

HASSRO/SUNBOW PRODUCTION LICENSE AGREEMENT

JULY 15, 1987

TITLE: J E M (1 7)

ESTIMATE # 2050

PRODUCTION

Animation
Script
Talent
Music
Production

BUDGET

\$4,463,200.00
\$187,000.00
\$39,200.00
\$140,000.00
\$109,000.00
\$5,138,400.00

Total Production

OTHER PRODUCTION

Professional Fees & 6%
Operations (Insurance, etc)
Residuals
Holding Cost
CA. Sales Tax

\$308,300.00

\$124,100.00

\$432,400.00

Total Other Production

SALES

Sales
Sales Material
Station Promotion Material
Public Relations
Conventions
Advertising
Station Compensation

\$0.00

Total Sales

DISTRIBUTION

Syndication Fee
Distribution

\$0.00

Total Distribution

\$85,000.00

RESERVE

TRANSFER

PROJECT COST

\$5,655,800.00

REVENUES

Partner Contribution
Stations

\$0.00

Total Revenue

\$5,655,800.00

TOTAL NET COST

MAJESTY/CHURCH PRODUCTION LICENSE AGREEMENT

EXHIBIT A

TITLE : JEN (15)
ESTIMATE : 2022

PRODUCTION	2005ET
Animation	73,583,000.00
Script	138,000.00
Talent	15,000.00
Music	100,000.00
Production	21,350.00

Total production 114,156,450.00

OTHER PRODUCTION

Production Fee 3	5.0%	25,000.00
Operations (Insurance, etc.)		10,000.00
Staff Production		100,000.00
Selling Cost		
Co. Sales Tax		

Total Other Production 255,000.00

SALES

Sales	150,000.00
Sales Material	1,000.00
Station Promo Material	25,000.00
Public Relations	7,500.00
Conventions	30,000.00
Advertising	10,000.00
Station Compensation	11,500.00

Total Sales 235,000.00

Distribution

Syndication Fee	250,000.00
Distribution	10,000.00

Total Distribution 260,000.00

RESERVE 0.00

TRANSFER 300,000.00

TOTAL COST 16,156,450.00

HARBOON/STANLEY PRODUCTION LICENSE AGREEMENT

EXHIBIT A

TITLE : JEN (5)
ESTIMATE # 2015

PRODUCTION	SUBSET
Animation	\$1,395,000.00
Script	15,475.00
Talent	
Music	101,438.41
Production	15,427.00
Total production	\$1,527,340.41

OTHER PRODUCTION	
Production Fee	5,000
Operations (Insurance ect)	30,411.95
Staff	
Staff Production	
Holding Cost	
GA Sales Tax	
Total Other Production	35,411.95

SALES	
Sales	
Sales Material	
Station Promotional	
Public Relations	
Conventions	
Advertising	
Station Compensation	
Total Sales	0.00

DISTRIBUTION	
Distribution Fee	
Distribution	
Total Distribution	0.00

RESERVE	0.00
TRANSFER	
TOTAL COST	\$1,562,752.36

HASSARD/SONOBY PRODUCTION LICENSE AGREEMENT

EXHIBIT 1

TITLE : JEM (22)
ESTIMATE # 2045

PRODUCTION	806527
Animation	15,305,355.14
Script	237,575.00
Talent	25,445.51
Music	641,438.85
Production	130,124.19
Total production	15,915,538.13
OTHER PRODUCTION	
Production Fee - 5.00%	795,776.90
Operations (Insurance etc)	77,497.03
Residuals	753,000.00
Staff Production	
Holding Cost	47,211.68
P.A. Sales Tax	125,762.19
Total Other Production	11,125,635.13
SALES	
Sales	221,425.00
Sales Material	
Station Phone Material	13,171.35
Public Relations	
Conventions	285,000.00
Advertising	50,117.31
Station Compensation	
Total Sales	475,216.35
Distribution	
Syndication Fee	100,000.00
Distribution	555,000.40
Total Distribution	655,000.40
RESERVE	0.00
Partner Investment	(5,415,711.94)
TRANSFER	
TOTAL COST	16,325,461.95

HARBO/SONOW PRODUCTION LICENSE AGREEMENT

EXHIBIT A

TITLE : JEN (??)
ESTIMATE : 2959

PRODUCTION	SUBJECT
Animation	73,497,153.35
Script	10,858.40
talent	3,709.40
Music	284,752.35
Production	9,547.15
Total production	78,591,816.25
OTHER PRODUCTION	
Production Fee @ 6.00%	4,715.49
Operations (insurance, etc)	
Residuals	
Staff Production	
Holding Cost	
CA Sales Fee	37,125.15
Total Other Production	47,840.64
SALES	
Sales	
Sales Material	
Station Promo Material	
Public Relations	
Conventions	
Advertising	
Station Compensation	
Total Sales	15.00
Distribution	
Syndication Fee	
Distribution	
Total Distribution	10.00
RESERVE	6.00
TRANSFER	
TOTAL COST	75,729,111.19

MY LITTLE PONY I
PRODUCTION LICENSE AGREEMENT

AGREEMENT made and entered into by and between Hasbro, Inc. ("Hasbro"), Milton Bradley International, Inc. ("MBI"), Sunbow Productions, Inc. ("Sunbow"), Starwild Music, Inc. ("Starwild"), and Wildstar Music, Inc. ("Wildstar").

Hasbro hereby engages Sunbow, and Sunbow hereby agrees, to produce certain television programming as defined in Paragraph 2 below ("Program") and to distribute such Program in the United States, its territories and possessions and Canada, and MBI hereby engages Sunbow, and Sunbow hereby agrees, to distribute such Program throughout the universe excluding the United States, its territories and possessions and Canada, all in accordance with the provisions herein contained and the Standard Terms and Conditions attached hereto and incorporated fully herein by reference ("Standard Terms and Conditions").

Hasbro and Sunbow hereby engage Starwild and Wildstar, and Starwild and Wildstar agree, to publish those musical compositions initially created for synchronization with the Program in accordance with the provisions herein contained and the Standard Terms and Conditions.

1. The Property. The Program shall be based on the name, characters, symbols, designs, likenesses and visual representations of MY LITTLE PONY (the "Property"), all of which Hasbro and MBI represent to be owned or controlled by them as set forth in the Preamble to and Paragraph L of the Standard Terms and Conditions.

2. The Program. The Program shall consist of one (1) episode under the general title: "MY LITTLE PONY I." The Program shall be animated in color, and shall be approximately 28:50 minutes in length (including main and end titles and commercials). The Program is to be produced for and will be initially telecast on a syndicated basis over so-called "free television" as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

3. Completion of Production. The one (1) Program shall be completed and delivered in time for initial telecast to commence April, 1984.

4. Payment for Program.

(a) In consideration for Sunbow's production and initial distribution of the Program for the Initial Telecast Term, Hasbro will pay to Sunbow the "Costs of Production" (as defined in Paragraph H(3)(2) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Program in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total Eight Hundred Forty-Two Thousand Two Hundred Twenty-Five and 61/100 Dollars (\$842,225.61) as enumerated in Exhibit A appended hereto.

(b) The aforementioned payments include all (i) sales expenses, distribution fees and commissions, and distribution expenses in connection with the syndication of the Program over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the "Initial Telecast Term," as defined in Paragraph 5 below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Program on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Production License Agreement ("PLA"), and (iv) all other "Costs of Production" as defined in the Standard Terms and Conditions.

5. Initial Telecast Term—Hasbro's Media Time. The "Initial Telecast Term" for the one (1) Program shall be April 1, 1984 through September 28, 1988. In regard to the distribution of the Program in the Initial Telecast Term, as between Hasbro and Sunbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (i) all commercial time granted by television stations in consideration for carrying the Program and (ii) one hundred percent (100%) of all monies paid by television stations in consideration for carrying the Program.

6. Hasbro's Time Subsequent to the Initial Telecast Term. Hasbro shall have the right to determine if the Program is to be distributed subsequent to the Initial Telecast Term ("Subsequent Term") or whether to "rest" same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sunbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Program during the Subsequent Term.

7. Additional Programming. Sunbow shall have a first negotiation right to both produce and distribute for telecast over free television as herein provided, any additional Programs in the Series and any additional television programming based on the Property or any principal character thereof which Hasbro determines to have produced primarily for initial telecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videocassettes, original programming for cable or pay television, or any other productions or programming based, in whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbow is not in breach of its obligations under the PLA or the Standard Terms and Conditions and Sunbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.

8. Sunbow's Compensation. The payments made and to be made pursuant to Paragraph 4 hereof by Hasbro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of sets, costs of travel in connection with the production of the Program, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called "supplemental market" payments to or on behalf of performing artists, all of which are enumerated under the caption "Production" in Exhibit A.

Said Production Fee Percentage shall be ten percent (10%) with respect to the Program produced hereunder. In addition, Sunbow shall be entitled to the "Sunbow Share" of the "Distribution Proceeds" (as such terms are defined in the Standard Terms and Conditions), if any, and to the percentage of the "Barter Media Value" (as defined in the Standard Terms and Conditions) of all time utilized by Hasbro subsequent to the Initial Telecast Term, all as provided for in the Standard Terms and Conditions. All revenues and expenses regarding the Program shall be fully cross-collateralized with all revenues and expenses regarding all other episodes produced by Sunbow for initial telecast on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions.

9. Term. Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.

10. Territory. The Territory covered by this Agreement shall be the entire Universe.

11. Profit Participation of Marvel Entertainment Group ("Marvel"). Subject to compliance by Marvel with its obligations under Sunbow's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled to, and Sunbow shall pay Marvel a "Third Party Share" (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten percent (10%) of the Distribution Proceeds, if any. Further, unless otherwise agreed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (10%) of sixty-five percent (65%) of the "Barter Media Value" of time utilized directly by Hasbro or any of its companies during the Subsequent Term.

12. Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of

any irreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall control.

SASBRO, INC.

By: [Signature]
Its: _____

SUNBOW PRODUCTIONS, INC.

By: [Signature]
Its: _____

MILTON BRADLEY INTERNATIONAL, INC.

By: [Signature]
Its: _____

STARWILD MUSIC, INC.

By: [Signature]
Its: _____

WILDSTAR MUSIC, INC.

By: [Signature]
Its: _____

HARVEY/SUNSHINE PRODUCTION LICENSE AGREEMENT

EXHIBIT A

TITLE : MY LITTLE PONY ANIMATED SPECIAL
ESTIMATE #2905

PRODUCTION	BUDGET
Animation	\$343,888.29
Script	14,472.88
Talent	35,698.29
Music	21,325.14
Production	29,561.73
Total production	431,863.67
OTHER PRODUCTION	
Production Fee @ 18.00%	43,125.33
Operations (Insurance ect)	3,409.74
Residuals	12,731.45
Holding Cost	
CR Sales Tax	
Total Other Production	59,266.51
SALES	
Sales	177,968.25
Sales Material	
Station Promo Material	
Public Relations	
Conventions	
Advertising	
Station Compensation	173,045.25
Total Sales	351,013.50
Distribution	
Syndication Fee	
Distribution	
Total Distribution	0.00
RESERVE	8.23
TRANSFER	0.20
TOTAL COST	\$892,225.51

MY LITTLE PONY II
PRODUCTION LICENSE AGREEMENT

AGREEMENT made and entered into by and between Hasbro, Inc. ("Hasbro"), Milton Bradley International, Inc. ("MBI"), Sunbow Productions, Inc. ("Sunbow"), Starwild Music, Inc. ("Starwild"), and Wildstar Music, Inc. ("Wildstar").

Hasbro hereby engages Sunbow, and Sunbow hereby agrees, to produce certain television programming as defined in Paragraph 2 below ("Program") and to distribute such Program in the United States, its territories and possessions and Canada, and MBI hereby engages Sunbow, and Sunbow hereby agrees, to distribute such Program throughout the universe excluding the United States, its territories and possessions and Canada, all in accordance with the provisions herein contained and the Standard Terms and Conditions attached hereto and incorporated fully herein by reference ("Standard Terms and Conditions").

Hasbro and Sunbow hereby engage Starwild and Wildstar, and Starwild and Wildstar agree, to publish those musical compositions initially created for synchronization with the Program in accordance with the provisions herein contained and the Standard Terms and Conditions.

1. The Property. The Program shall be based on the name, characters, symbols, designs, likenesses and visual representations of MY LITTLE PONY (the "Property"), all of which Hasbro and MBI represent to be owned or controlled by them as set forth in the Preamble to and Paragraph L of the Standard Terms and Conditions.

2. The Program. The Program shall consist of one (1) episode under the general title: "MY LITTLE PONY II." The Program shall be animated in color, and shall be approximately 28:50 minutes in length (including main and end titles and commercials). The Program is to be produced for and will be initially telecast on a syndicated basis over so-called "free television" as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

3. Completion of Production. The one (1) Program shall be completed and delivered in time for initial telecast to commence March, 1985.

4. Payment for Program.

(a) In consideration for Sunbow's production and initial distribution of the Program for the Initial Telecast Term, Hasbro will pay to Sunbow the "Costs of Production" (as defined in Paragraph H(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Program in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total Eight Hundred Fifty-Six Thousand Two Hundred Thirty and 58/100 Dollars (\$856,230.58) as enumerated in Exhibit A appended hereto.

(b) The aforementioned payments include all (i) sales expenses, distribution fees and commissions, and distribution expenses in connection with the syndication of the Program over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the "Initial Telecast Term," as defined in Paragraph 5 below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Program on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Production License Agreement ("PLA"), and (iv) all other "Costs of Production" as defined in the Standard Terms and Conditions.

5. Initial Telecast Term--Hasbro's Media Time. The "Initial Telecast Term" for the one (1) Program shall be March 22, 1985 through September 28, 1988. In regard to the distribution of the Program in the Initial Telecast Term, as between Hasbro and Sunbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (i) all commercial time granted by television stations in consideration for carrying the Program and (ii) one hundred percent (100%) of all monies paid by television stations in consideration for carrying the Program.

6. Hasbro's Time Subsequent to the Initial Telecast Term. Hasbro shall have the right to determine if the Program is to be distributed subsequent to the Initial Telecast Term ("Subsequent Term") or whether to "rest" same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sunbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Program during the Subsequent Term.

7. Additional Programming. Sunbow shall have a first negotiation right to both produce and distribute for telecast over free television as herein provided, any additional Programs in the Series and any additional television programming based on the Property or any principal character thereof which Hasbro determines to have produced primarily for initial telecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videocassettes, original programming for cable or pay television, or any other productions or programming based, in whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbow is not in breach of its obligations under the PLA or the Standard Terms and Conditions and Sunbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.

8. Sunbow's Compensation. The payments made and to be made pursuant to Paragraph 4 hereof by Hasbro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of sets, costs of travel in connection with the production of the Program, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called "supplemental market" payments to or on behalf of performing artists, all of which are enumerated under the caption "Production" in Exhibit A.

Said Production Fee Percentage shall be ten percent (10%) with respect to the Program produced hereunder. In addition, Sunbow shall be entitled to the "Sunbow Share" of the "Distribution Proceeds" (as such terms are defined in the Standard Terms and Conditions), if any, and to the percentage of the "Barter Media Value" (as defined in the Standard Terms and Conditions) of all time utilized by Hasbro subsequent to the Initial Telecast Term, all as provided for in the Standard Terms and Conditions. All revenues and expenses regarding the Program shall be fully cross-collateralized with all revenues and expenses regarding all other episodes produced by Sunbow for initial telecast on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions.

9. Term. Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.

10. Territory. The Territory covered by this Agreement shall be the entire Universe.

11. Profit Participation of Marvel Entertainment Group ("Marvel"). Subject to compliance by Marvel with its obligations under Sunbow's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled to, and Sunbow shall pay Marvel a "Third Party Share" (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten percent (10%) of the Distribution Proceeds, if any. Further, unless otherwise agreed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (10%) of sixty-five percent (65%) of the "Barter Media Value" of time utilized directly by Hasbro or any of its companies during the Subsequent Term.

12. Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of

any irreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall control.

HASBRO, INC.

By: [Signature]
Its: [Signature]

MILTON BRADLEY INTERNATIONAL, INC.

By: [Signature]
Its: [Signature]

SUNBOW PRODUCTIONS, INC.

By: [Signature]
Its: [Signature]

STARWILD MUSIC, INC.

By: [Signature]
Its: [Signature]

WILDSTAR MUSIC, INC.

By: [Signature]
Its: [Signature]

WESBRO/SUNSHINE PRODUCTION LICENSE AGREEMENT

EXHIBIT A

TITLE : MY LITTLE PONY ANIMATED SPECIAL II
ESTIMATE #2817

PRODUCTION	BUDGET
Animation	1380,118.89
Script	11,028.00
Talent	33,422.25
Music	28,157.38
Production	18,975.91
Total production	1453,693.54
OTHER PRODUCTION	
Production Fee @ 10.00%	45,369.35
Operations (Insurance ect)	2,192.29
Residuals	8,513.37
Holding Cost	
CA Sales Tax	
Total Other Production	57,174.72
SALES	
Sales	159,749.52
Sales Material	
Station Promo Material	
Public Relations	
Conventions	
Advertising	
Station Compensation	175,622.00
Total Sales	335,362.52
Distribution	
Syndication Fee	
Distribution	
Total Distribution	0.00
RESERVE	0.00
TRANSFER	0.00
TOTAL COST	1855,238.33

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SUNBOW ENT.

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THE TRANSFORMERS **PRODUCTION LICENSE AGREEMENT**

AGREEMENT made and entered into by and between Hasbro, Inc. ("Hasbro"),
 Milton Bradley International, Inc. ("MBI"), Sunbow Productions, Inc.
 ("Sunbow"), Starwild Music, Inc. ("Starwild"), and Wildstar Music, Inc.
 ("Wildstar").

Hasbro hereby engages Sunbow, and Sunbow hereby agrees, to produce certain
 television programming as defined in Paragraph 2 below ("Programs") and to
 distribute such Programs in the United States, its territories and possessions
 and Canada, and MBI hereby engages Sunbow, and Sunbow hereby agrees, to
 distribute such Programs throughout the universe excluding the United States,
 its territories and possessions and Canada, all in accordance with the
 provisions herein contained and the Standard Terms and Conditions attached
 hereto and incorporated fully herein by reference ("Standard Terms and
 Conditions").

Hasbro and Sunbow hereby engage Starwild and Wildstar, and Starwild and
 Wildstar agree, to publish those musical compositions initially created for
 synchronization with the Programs in accordance with the provisions herein
 contained and the Standard Terms and Conditions.

1. The Property. The Programs shall be based on the name, characters,
 symbols, designs, likenesses and visual representations of THE TRANSFORMERS
 (the "Property"), all of which Hasbro and MBI represent to be owned or
 controlled by them as set forth in the Preamble to and Paragraph 1 of the
 Standard Terms and Conditions.

2. The Programs. The Programs shall consist of a series of thirteen
 (13) episodes under the general title: "THE TRANSFORMERS". The Programs shall
 be animated in color. And each Program shall be approximately 29:30 minutes in
 length (including main and end titles and commercials). The Programs are to be
 produced for and will be initially telecast on a syndicated basis over so-
 called "free television" as such term is defined in Paragraph D(1) of the
 Standard Terms and Conditions.

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SUNBOW ENT.

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3. Completion of Production. The thirteen (13) Programs shall be completed and delivered in time for initial telecast to commence September, 1984.

4. PAYMENT FOR PROGRAMS.

(a) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecast Term, Hasbro will pay to Sunbow the "Costs of Production" (as defined in Paragraph 8(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total Three Million Five Hundred Fifty-Nine Thousand Five Hundred Five and 20/100 Dollars (\$3,559,705.20) as enumerated in Exhibit A appended hereto.

(b) The aforementioned payments include all: (i) sales expenses, distribution fees and commissions, and distribution expenses in connection with the syndication of the Programs over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the "Initial Telecast Term," as defined in Paragraph 3 below; (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for those furnishing same and applicable union payments; (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Production License Agreement ("PLA"), and (iv) all other "Costs of Production" as defined in the Standard Terms and Conditions.

5. Initial Telecast Term - Hasbro's Magic Time. The "Initial Telecast Term" for the thirteen (13) Programs shall be September 1, 1984 through September 24, 1987. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hasbro and Sunbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (i) all commercial time granted by television stations in consideration for carrying any Programs and (ii) one hundred percent (100%) of all monies paid by television stations in consideration for carrying any Programs.

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SUNSHINE ENT.

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6. Haskro's Time Subsequent to the Initial Telecast Term: Haskro shall have the right to determine if the Programs are to be distributed subsequent to the Initial Telecast Term ("Subsequent Term") or whether to "rest" same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sunbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Haskro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.

7. Additional Programming. Sunbow shall have a first negotiation right to both produce and distribute for telecast over free television as herein provided, any additional Programs in the Series and any additional television programming based on the Property or any principal character thereof which Haskro determines to have produced primarily for initial telecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, photograph recordings, videodiscs or videocassettes, original programming for cable or pay television, or any other productions or programming based, in whole or in part, upon the Property which Haskro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbow is not in breach of its obligations under the Standard Terms and Conditions and Sunbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Haskro.

8. Sunbow's Compensation. The payments made and to be made pursuant to Paragraph 4 hereof by Haskro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of sets, costs of travel in connection with the production of the Programs, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called "supplemental market" payments to or on behalf of performing artists, all of which are enumerated under the caption "Production" in Exhibit A.

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SUNBOW ENT.

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Said Production Fee Percentage shall be nine percent (9%) with respect to the Programs produced hereunder. In addition, Sunbow shall be entitled to the "Sunbow Share" of the "Distribution Proceeds" (as such terms are defined in the Standard Terms and Conditions), if any, and to the percentage of the "Factor Media Value" (as defined in the Standard Terms and Conditions) of all time utilized by Sasbro subsequent to the Initial Telecast Term. All as provided for in the Standard Terms and Conditions. All revenues and expenses regarding the Programs shall be fully cross-collateralized with all revenues and expenses regarding all other episodes produced by Sunbow for initial telecast on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions.

9. Term. Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.

10. Territory. The Territory covered by this Agreement shall be the entire Universe, excluding Japan.

11. Profit Participation of Marvel Entertainment Group ("Marvel"). Subject to compliance by Marvel with its obligations under Sunbow's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled to, and Sunbow shall pay Marvel a "Third Party Share" (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten percent (10%) of the Distribution Proceeds, if any. Further, unless otherwise agreed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (10%) of sixty-five percent (65%) of the "Factor Media Value" of time utilized directly by Sasbro or any of its companies during the Subsequent Term.

12. Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of

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SUNBOW ENT.

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any irreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall control.

SUNBOW ENT.

By: [Signature]
Its: [Signature]

MILTON BRADLEY INTERNATIONAL, INC.

By: [Signature]
Its: [Signature]

SUNBOW PRODUCTIONS, INC.

By: [Signature]
Its: [Signature]

STARWILD MUSIC, INC.

By: [Signature]
Its: [Signature]

WILDFIRE MUSIC, INC.

By: [Signature]
Its: [Signature]

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SUNBOW ENT.

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HABBO/SUNBOW PRODUCTION LICENSE AGREEMENT

EXHIBIT A

TITLE : TRANSFORMERS WEEKLY SERIES (13)
ESTIMATE #2016

PRODUCTION

BUDGET

Animation	\$2,559,745.00
Script	13,000.00
Talent	2,892.00
Music	2,764.38
Production	18,037.23
Total production	2,705,438.57

OTHER PRODUCTION

Production Fee @ 9.00%	243,379.29
Operations (insurance etc)	2,377.00
Residuals	56,551.69
Holding Cost	
CA Sales Tax	
Total Other Production	302,307.98

SALES

Sales	339,119.23
Sales Material	
Station Production Material	
Public Relations	
Conventions	
Advertising	
Station Compensation	141,141.42
Total Sales	590,580.65

Distribution

Syndication Fee	
Distribution	
Total Distribution	0.00

RESERVE

TRANSFER

TOTAL COST

43,557,595.20
=====

THE TRANSFORMERS
PRODUCTION LICENSE AGREEMENT

AGREEMENT made and entered into by and between Hasbro, Inc. ("Hasbro"), Milton Bradley International, Inc. ("MBI"), Sunbow Productions, Inc. ("Sunbow"), Starwild Music, Inc. ("Starwild"), and Wildstar Music, Inc. ("Wildstar").

Hasbro hereby engages Sunbow, and Sunbow hereby agrees, to produce certain television programming as defined in Paragraph 2 below ("Programs") and to distribute such Programs in the United States, its territories and possessions and Canada, and MBI hereby engages Sunbow, and Sunbow hereby agrees, to distribute such Programs throughout the universe excluding the United States, its territories and possessions and Canada, all in accordance with the provisions herein contained and the Standard Terms and Conditions attached hereto and incorporated fully herein by reference ("Standard Terms and Conditions").

Hasbro and Sunbow hereby engage Starwild and Wildstar, and Starwild and Wildstar agree, to publish those musical compositions initially created for synchronization with the Programs in accordance with the provisions herein contained and the Standard Terms and Conditions.

1. The Property. The Programs shall be based on the name, characters, symbols, designs, likenesses and visual representations of THE TRANSFORMERS (the "Property"), all of which Hasbro and MBI represent to be owned or controlled by them as set forth in the Preamble to and Paragraph L of the Standard Terms and Conditions.

2. The Programs. The Programs shall consist of a series of three (3) episodes under the general title: "THE TRANSFORMERS." The Programs shall be animated in color, and each Program shall be approximately 28:50 minutes in length (including main and end titles and commercials). The Programs are to be produced for and will be initially telecast on a syndicated basis over so-called "free television" as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

3. Completion of Production. The three (3) Programs shall be completed and delivered in time for initial telecast to commence September, 1984.

4. Payment for Programs.

(a) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecast Term, Hasbro will pay to Sunbow the "Costs of Production" (as defined in Paragraph H(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total One Million Three Hundred Ten Thousand Seven Hundred Twenty-Eight and 68/100 Dollars (\$1,310,728.68) as enumerated in Exhibit A appended hereto.

(b) The aforementioned payments include all (i) sales expenses, distribution fees and commissions, and distribution expenses in connection with the syndication of the Programs over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the "Initial Telecast Term," as defined in Paragraph 5 below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Production License Agreement ("PLA"), and (iv) all other "Costs of Production" as defined in the Standard Terms and Conditions.

5. Initial Telecast Term--Hasbro's Media Time. The "Initial Telecast Term" for the three (3) Programs shall be September 1, 1984 through September 28, 1987. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hasbro and Sunbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (i) all commercial time granted by television stations in consideration for carrying any Programs and (ii) one hundred percent (100%) of all monies paid by television stations in consideration for carrying any Programs.

6. Hasbro's Time Subsequent to the Initial Telecast Term. Hasbro shall have the right to determine if the Programs are to be distributed subsequent to the Initial Telecast Term ("Subsequent Term") or whether to "rest" same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sunbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.

7. Additional Programming. Sunbow shall have a first negotiation right to both produce and distribute for telecast over free television as herein provided, any additional Programs in the Series and any additional television programming based on the Property or any principal character thereof which Hasbro determines to have produced primarily for initial telecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videocassettes, original programming for cable or pay television, or any other productions or programming based, in whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbow is not in breach of its obligations under the PLA or the Standard Terms and Conditions and Sunbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.

8. Sunbow's Compensation. The payments made and to be made pursuant to Paragraph 4 hereof by Hasbro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of sets, costs of travel in connection with the production of the Programs, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called "supplemental market" payments to or on behalf of performing artists, all of which are enumerated under the caption "Production" in Exhibit A.

Said Production Fee Percentage shall be nine percent (9%) with respect to the Programs produced hereunder. In addition, Sunbow shall be entitled to the "Sunbow Share" of the "Distribution Proceeds" (as such terms are defined in the Standard Terms and Conditions), if any, and to the percentage of the "Barter Media Value" (as defined in the Standard Terms and Conditions) of all time utilized by Hasbro subsequent to the Initial Telecast Term, all as provided for in the Standard Terms and Conditions. All revenues and expenses regarding the Programs shall be fully cross-collateralized with all revenues and expenses regarding all other episodes produced by Sunbow for initial telecast on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions.

9. Term. Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.

10. Territory. The Territory covered by this Agreement shall be the entire Universe, excluding Japan.

11. Profit Participation of Marvel Entertainment Group ("Marvel"). Subject to compliance by Marvel with its obligations under Sunbow's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled to, and Sunbow shall pay Marvel a "Third Party Share" (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten percent (10%) of the Distribution Proceeds, if any. Further, unless otherwise agreed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (10%) of sixty-five percent (65%) of the "Barter Media Value" of time utilized directly by Hasbro or any of its companies during the Subsequent Term.

12. Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of

any irreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall control.

HASBRO, INC.

By: [Signature]

Its: [Signature]

SUNBOW PRODUCTIONS, INC.

By: [Signature]

Its: [Signature]

MILTON BRADLEY INTERNATIONAL, INC.

By: [Signature]

Its: [Signature]

STARWILD MUSIC, INC.

By: [Signature]

Its: [Signature]

WILDSTAR MUSIC, INC.

By: [Signature]

Its: [Signature]

HISBRO/SUNSHINE PRODUCTION LICENSE AGREEMENT

EXHIBIT A

TITLE : TRANSFORMERS WEEKLY SERIES (3)
ESTIMATE #2386

PRODUCTION	BUDGET
Animation	1,984,791.00
Script	48,881.50
Talent	6,557.03
Music	3,925.29
Production	7,751.59
Total production	1,851,206.25
OTHER PRODUCTION	
Production Fee @ 9.02%	94,509.55
Operations (insurance ect)	2,521.29
Residuals	35,997.48
Holding Cost	
GR: Sales Tax	
Total Other Production	123,128.55
SALES	
Sales	113,553.31
Sales Material	
Station Promo Material	
Public Relations	
Conventions	
Advertising	
Station Compensation	13,483.12
Total Sales	125,363.43
Distribution	
Syndication Fee	
Distribution	
Total Distribution	0.00
RESERVE	0.00
TRANSFER	0.00
TOTAL COST	<u>\$1,318,729.63</u>

THE TRANSFORMERS
PRODUCTION LICENSE AGREEMENT

AGREEMENT made and entered into by and between Hasbro, Inc. ("Hasbro"), Milton Bradley International, Inc. ("MBI"), Sunbow Productions, Inc. ("Sunbow"), Starwild Music, Inc. ("Starwild"), and Wildstar Music, Inc. ("Wildstar").

Hasbro hereby engages Sunbow, and Sunbow hereby agrees, to produce certain television programming as defined in Paragraph 2 below ("Programs") and to distribute such Programs in the United States, its territories and possessions and Canada, and MBI hereby engages Sunbow, and Sunbow hereby agrees, to distribute such Programs throughout the universe excluding the United States and its territories and possessions, Canada and Japan, all in accordance with the provisions herein contained and the Standard Terms and Conditions attached hereto and incorporated fully herein by reference ("Standard Terms and Conditions").

Hasbro and Sunbow hereby engage Starwild and Wildstar, and Starwild and Wildstar agree, to publish those musical compositions initially created for synchronization with the Programs in accordance with the provisions herein contained and the Standard Terms and Conditions.

1. The Property. The Programs shall be based on the name, characters, symbols, designs, likenesses and visual representations of THE TRANSFORMERS (the "Property"), all of which Hasbro and MBI represent to be owned or controlled by them as set forth in the Preamble to and Paragraph L of the Standard Terms and Conditions.

2. The Programs. The Programs shall consist of a series of three (3) episodes under the general title: "THE TRANSFORMERS." The Programs shall be animated in color, and each Program shall be approximately 28:50 minutes in length (including main and end titles and commercials). The Programs are to be produced for and will be initially telecast on a syndicated basis over so-called "free television" as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

3. Completion of Production. The three (3) Programs shall be completed and delivered in time for initial telecast to commence September, 1987.

4. Payment for Programs.

(a) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecast Term, Hasbro will pay to Sunbow the "Costs of Production" (as defined in Paragraph H(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total Eight Hundred Ninety-One Thousand One Hundred Ninety-Seven and 47/100 Dollars (\$891,197.47) as enumerated in Exhibit A appended hereto.

(b) The aforementioned payments include all (i) sales expenses, distribution fees and commissions, and distribution expenses in connection with the syndication of the Programs over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the "Initial Telecast Term," as defined in Paragraph 5 below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Production License Agreement ("PLA"), and (iv) all other "Costs of Production" as defined in the Standard Terms and Conditions.

5. Initial Telecast Term--Hasbro's Media Time. The "Initial Telecast Term" for the three (3) Programs shall be September 14, 1987 through September 18, 1988. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hasbro and Sunbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (i) all commercial time granted by television stations in consideration for carrying any Programs and (ii) one hundred percent (100%) of all monies paid by television stations in consideration for carrying any Programs.

6. Hasbro's Time Subsequent to the Initial Telecast Term. Hasbro shall have the right to determine if the Programs are to be distributed subsequent to the Initial Telecast Term ("Subsequent Term") or whether to "rest" same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sunbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.

7. Additional Programming. Sunbow shall have a first negotiation right to both produce and distribute for telecast over free television as herein provided, any additional Programs in the Series and any additional television programming based on the Property or any principal character thereof which Hasbro determines to have produced primarily for initial telecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videocassettes, original programming for cable or pay television, or any other productions or programming based, in whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbow is not in breach of its obligations under the PIA or the Standard Terms and Conditions and Sunbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.

8. Sunbow's Compensation. The payments made and to be made pursuant to Paragraph 4 hereof by Hasbro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of sets, costs of travel in connection with the production of the Programs, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called "supplemental market" payments to or on behalf of performing artists, all of which are enumerated under the caption "Production" in Exhibit A.

Said Production Fee Percentage shall be six percent (6%) with respect to the Programs produced hereunder. In addition, Sunbow shall be entitled to the "Sunbow Share" of the "Distribution Proceeds" (as such terms are defined in the Standard Terms and Conditions), if any, and to the percentage of the "Barter Media Value" (as defined in the Standard Terms and Conditions) of all time utilized by Hasbro subsequent to the Initial Telecast Term, all as provided for in the Standard Terms and Conditions. All revenues and expenses regarding the Programs shall be fully cross-collateralized with all revenues and expenses regarding all other episodes produced by Sunbow for initial telecast on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions.

9. Term. Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.

10. Territory. The Territory covered by this Agreement shall be the entire Universe, excluding Japan.

11. Profit Participation of Marvel Entertainment Group ("Marvel"). Subject to compliance by Marvel with its obligations under Sunbow's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled to, and Sunbow shall pay Marvel a "Third Party Share" (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten percent (10%) of the Distribution Proceeds, if any. Further, unless otherwise agreed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (10%) of sixty-five percent (65%) of the "Barter Media Value" of time utilized directly by Hasbro or any of its companies during the Subsequent Term.

12. Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of

any irreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall control.

HASBRO, INC.

By: [Signature]
Its: [Signature]

SUNBOW PRODUCTIONS, INC.

By: [Signature]
Its: [Signature]

MILTON BRADLEY INTERNATIONAL, INC.

By: [Signature]
Its: [Signature]

STARWILD MUSIC, INC.

By: [Signature]
Its: [Signature]

WILDSTAR MUSIC, INC.

By: [Signature]
Its: [Signature]

HOLLYWOOD/SONOVY PRODUCTION LICENSE AGREEMENT

EXHIBIT A

TITLE: TRANSFORMERS (3)

ESTIMATE # 2848

PRODUCTION

BUDGET

Animation	\$150,000.00
Script	17,500.00
Talent	
Music	10.00
Production	12,500.71

Total production	\$190,110.71
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OTHER PRODUCTION

Production Fee \$400	40,000.00
Operations (insurance etc)	2,100.25
Reproduction	
Printing Cost	
CA. Delay Tax	

Total Other Production	\$42,100.25
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SALES

Sales	\$1,115.75
Sales Material	
Station Promo Material	
Public Relations	
Consultations	
Advertising	
Station Compensation	

Total Sales	\$1,115.75
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DISTRIBUTION

Production Fee	
Distribution	

Total Distribution	\$0.00
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RESERVE	0.00
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TRANSFER	0.00
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TOTAL COST	\$391,127.47
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THE TRANSFORMERS
PRODUCTION LICENSE AGREEMENT

AGREEMENT made and entered into by and between Hasbro, Inc. ("Hasbro"), Milton Bradley International, Inc. ("MBI"), Sunbow Productions, Inc. ("Sunbow"), Starwild Music, Inc. ("Starwild"), and Wildstar Music, Inc. ("Wildstar").

Hasbro hereby engages Sunbow, and Sunbow hereby agrees, to produce certain television programming as defined in Paragraph 2 below ("Programs") and to distribute such Programs in the United States, its territories and possessions and Canada, and MBI hereby engages Sunbow, and Sunbow hereby agrees, to distribute such Programs throughout the universe excluding the United States and its territories and possessions, Canada and Japan, all in accordance with the provisions herein contained and the Standard Terms and Conditions attached hereto and incorporated fully herein by reference ("Standard Terms and Conditions").

Hasbro and Sunbow hereby engage Starwild and Wildstar, and Starwild and Wildstar agree, to publish those musical compositions initially created for synchronization with the Programs in accordance with the provisions herein contained and the Standard Terms and Conditions.

1. The Property. The Programs shall be based on the name, characters, symbols, designs, likenesses and visual representations of THE TRANSFORMERS (the "Property"). All of which Hasbro and MBI represent to be owned or controlled by them as set forth in the Preamble to and Paragraph L of the Standard Terms and Conditions.

2. The Programs. The Programs shall consist of a series of thirty (30) episodes under the general title: "THE TRANSFORMERS." The Programs shall be animated in color, and each Program shall be approximately 28:50 minutes in length (including main and end titles and commercials). The Programs are to be produced for and will be initially telecast on a syndicated basis over so-called "free television" as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

3. Completion of Production. The thirty (30) Programs shall be completed and delivered in time for initial telecast to commence September, 1986.

4. Payment for Programs.

(a) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecast Term, Hasbro will pay to Sunbow the "Costs of Production" (as defined in Paragraph H(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total Seven Million Seven Hundred Twenty-Nine Thousand Five Hundred Eighty-Nine and 16/100 Dollars (\$7,729,589.16) as enumerated in Exhibits A and B appended hereto.

(b) The aforementioned payments include all (i) sales expenses, distribution fees and commissions, and distribution expenses in connection with the syndication of the Programs over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the "Initial Telecast Term," as defined in Paragraph 5 below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Production License Agreement ("PLA"), and (iv) all other "Costs of Production" as defined in the Standard Terms and Conditions.

5. Initial Telecast Term--Hasbro's Media Time. The "Initial Telecast Term" for the thirty (30) Programs shall be September 15, 1986 through September 18, 1988. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hasbro and Sunbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (i) all commercial time granted by television stations in consideration for carrying any Programs and (ii) one hundred percent (100%) of all monies paid by television stations in consideration for carrying any Programs.

6. Hasbro's Time Subsequent to the Initial Telecast Term. Hasbro shall have the right to determine if the Programs are to be distributed subsequent to the Initial Telecast Term ("Subsequent Term") or whether to "rest" same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sunbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.

7. Additional Programming. Sunbow shall have a first negotiation right to both produce and distribute for telecast over free television as herein provided, any additional Programs in the Series and any additional television programming based on the Property or any principal character thereof which Hasbro determines to have produced primarily for initial telecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videocassettes, original programming for cable or pay television, or any other productions or programming based, in whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbow is not in breach of its obligations under the PLA or the Standard Terms and Conditions and Sunbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.

8. Sunbow's Compensation. The payments made and to be made pursuant to Paragraph 4 hereof by Hasbro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of sets, costs of travel in connection with the production of the Programs, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called "supplemental market" payments to or on behalf of performing artists, all of which are enumerated under the caption "Production" in Exhibits A and B.

Said Production Fee Percentage shall be six percent (6%) with respect to the Programs produced hereunder. In addition, Sunbow shall be entitled to the "Sunbow Share" of the "Distribution Proceeds" (as such terms are defined in the Standard Terms and Conditions), if any, and to the percentage of the "Barter Media Value" (as defined in the Standard Terms and Conditions) of all time utilized by Hasbro subsequent to the Initial Telecast Term, all as provided for in the Standard Terms and Conditions. All revenues and expenses regarding the Programs shall be fully cross-collateralized with all revenues and expenses regarding all other episodes produced by Sunbow for initial telecast on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions.

9. Term. Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual,

10. Territory. The Territory covered by this Agreement shall be the entire Universe, excluding Japan.

11. Profit Participation of Marvel Entertainment Group ("Marvel"). Subject to compliance by Marvel with its obligations under Sunbow's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled to, and Sunbow shall pay Marvel a "Third Party Share" (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten percent (10%) of the Distribution Proceeds, if any. Further, unless otherwise agreed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (10%) of sixty-five percent (65%) of the "Barter Media Value" of time utilized directly by Hasbro or any of its companies during the Subsequent Term.

12. Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of

any irreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall control.

HASBRO, INC.

By: [Signature]
Its: [Signature]

SUNROW PRODUCTIONS, INC.

By: [Signature]
Its: [Signature]

MILTON BRADLEY INTERNATIONAL, INC.

By: [Signature]
Its: [Signature]

STARWILD MUSIC, INC.

By: [Signature]
Its: [Signature]

WILDSTAR MUSIC, INC.

By: [Signature]
Its: [Signature]

BARROW/SUNSHINE PRODUCTION LICENSE AGREEMENT EXHIBIT A
 TITLE : TRANSFORMERS (2)
 ESTIMATE : 2028

PRODUCTION	CHGSET
Animation	35,329,500.00
Script	200,500.00
Talent	2,131.97
Music	1,811.31
Production	35,361.33
Total production	35,361,150.27
OTHER PRODUCTION	
Production Fee A 6.30%	302,229.52
Operations (Insurance etc)	39,623.71
Postals	239,579.48
Working Cost	
Ca. Sales Tax	
Total Other Production	581,432.71
SALES	
Sales	115,170.45
Sales Material	
Station Promo Material	1,200.10
Public Relations	
Conventions	95,817.35
Advertising	1,350.00
Station Compensation	
Total Sales	211,537.90
DISTRIBUTION	
syndication Fee	250,000.00
Distribution	215,766.27
Total Distribution	465,766.27
RESERVE	0.00
TRANSFER	0.00
TOTAL COST	36,112,353.07

HAISSO/SUNSHINE PRODUCTION LICENSE AGREEMENT

EXHIBIT B

TITLE : TRANSFORMERS (S)

ESTIMATE : 2006

PRODUCTION

BUDGET

Animation	\$1,198,311.00
Script	44,500.00
Talent	
Music	
Production	1,370.00

Total production	\$1,244,181.00
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OTHER PRODUCTION

Production Fee & \$0.00	74,512.21
Operations (Insurance etc)	
Residuals	
Holding Cost	
SA Sales Fee	

Total Other Production	\$74,512.21
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SALES

Sales	
Sales Material	
Station Promo Material	
Public Relations	
Conventions	
Advertising	
MA/PC/INTV	
Station Compensation	

Total Sales	\$0.00
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Distribution

Distribution Fee	
Distribution	

Total Distribution	\$0.00
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RESERVE	0.00
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TRANSFER	0.00
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TOTAL COST	\$1,318,693.00
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THE TRANSFORMERS
PRODUCTION LICENSE AGREEMENT

(43)
continued
Nov 18

AGREEMENT made and entered into by and between Hasbro, Inc. ("Hasbro"), Milton Bradley International, Inc. ("MBI"), Sunbow Productions, Inc. ("Sunbow"), Starwild Music, Inc. ("Starwild"), and Wildstar Music, Inc. ("Wildstar").

Hasbro hereby engages Sunbow, and Sunbow hereby agrees, to produce certain television programming as defined in Paragraph 2 below ("Programs") and to distribute such Programs in the United States, its territories and possessions and Canada, and MBI hereby engages Sunbow, and Sunbow hereby agrees, to distribute such Programs throughout the universe excluding the United States, its territories and possessions and Canada, all in accordance with the provisions herein contained and the Standard Terms and Conditions attached hereto and incorporated fully herein by reference ("Standard Terms and Conditions").

Hasbro and Sunbow hereby engage Starwild and Wildstar, and Starwild and Wildstar agree, to publish those musical compositions initially created for synchronization with the Programs in accordance with the provisions herein contained and the Standard Terms and Conditions.

1. The Property. The Programs shall be based on the name, characters, symbols, designs, likenesses and visual representations of THE TRANSFORMERS (the "Property"), all of which Hasbro and MBI represent to be owned or controlled by them as set forth in the Preamble to and Paragraph 1 of the Standard Terms and Conditions.

2. The Programs. The Programs shall consist of a series of forty-nine (49) episodes under the general title: "THE TRANSFORMERS." The Programs shall be animated in color, and each Program shall be approximately 28:30 minutes in length (including main and end titles and commercials). The Programs are to be produced for and will be initially telecast on a syndicated basis over so-called "free television" as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

3. Completion of Production. The forty-nine (49) Programs shall be completed and delivered in time for initial telecast to commence November, 1984.

4. Payment for Programs.

(a) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecast Term, Hasbro will pay to Sunbow the "Costs of Production" (as defined in Paragraph H(3)(A) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total Eight Million Four Hundred Sixty-Two Thousand Three Hundred Thirty-Four and 37/100 Dollars (\$8,462,334.37) as enumerated in Exhibit A appended hereto.

(b) The aforementioned payments include all (i) sales expenses, distribution fees and commissions, and distribution expenses in connection with the syndication of the Programs over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the "Initial Telecast Term," as defined in Paragraph 5 below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Production License Agreement ("PLA"), and (iv) all other "Costs of Production" as defined in the Standard Terms and Conditions.

5. Initial Telecast Term--Hasbro's Media Time. The "Initial Telecast Term" for the forty-nine (49) Programs shall be November 1, 1984 through September 28, 1987. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hasbro and Sunbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (i) all commercial time granted by television stations in consideration for carrying any Programs and (ii) one hundred percent (100%) of all monies paid by television stations in consideration for carrying any Programs.

6. Hasbro's Time Subsequent to the Initial Telecast Term. Hasbro shall have the right to determine if the Programs are to be distributed subsequent to the Initial Telecast Term ("Subsequent Term") or whether to "rest" same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sunbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.

7. Additional Programming. Sunbow shall have a first negotiation right to both produce and distribute for telecast over free television as herein provided, any additional Programs in the Series and any additional television programming based on the Property or any principal character thereof which Hasbro determines to have produced primarily for initial telecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videocassettes, original programming for cable or pay television, or any other productions or programming based, in whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbow is not in breach of its obligations under the PLA or the Standard Terms and Conditions and Sunbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.

8. Sunbow's Compensation. The payments made and to be made pursuant to Paragraph 4 hereof by Hasbro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of sets, costs of travel in connection with the production of the Programs, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called "supplemental market" payments to or on behalf of performing artists, all of which are enumerated under the caption "Production" in Exhibit A.

Said Production Fee Percentage shall be nine percent (9%) with respect to the Programs produced hereunder. In addition, Sunbow shall be entitled to the "Sunbow Share" of the "Distribution Proceeds" (as such terms are defined in the Standard Terms and Conditions), if any, and to the percentage of the "Barter Media Value" (as defined in the Standard Terms and Conditions) of all time utilized by Hasbro subsequent to the Initial Telecast Term, all as provided for in the Standard Terms and Conditions. All revenues and expenses regarding the Programs shall be fully cross-collateralized with all revenues and expenses regarding all other episodes produced by Sunbow for initial telecast on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions.

9. Term. Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.

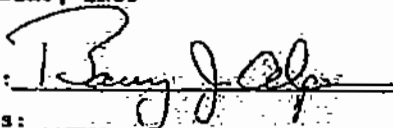
10. Territory. The Territory covered by this Agreement shall be the entire Universe, excluding Japan.

11. Profit Participation of Marvel Entertainment Group ("Marvel"). Subject to compliance by Marvel with its obligations under Sunbow's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled to, and Sunbow shall pay Marvel a "Third Party Share" (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten percent (10%) of the Distribution Proceeds, if any. Further, unless otherwise agreed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (10%) of sixty-five percent (65%) of the "Barter Media Value" of time utilized directly by Hasbro or any of its companies during the Subsequent Term.

12. Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of

any irreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall control.

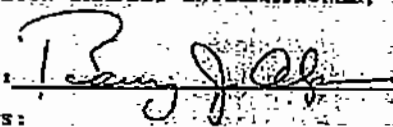
HASBRO, INC.

By: 
Its: _____

SUNBOW PRODUCTIONS, INC.

By: 
Its: _____

MILTON BRADLEY INTERNATIONAL, INC.

By: 
Its: _____

STARWILD MUSIC, INC.

By: 
Its: _____

WILDSTAR MUSIC, INC.

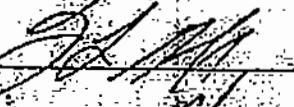
By: 
Its: _____

Exhibit A

HARBO/SUNSHINE PRODUCTION LICENSE AGREEMENT

TITLE : TRANSFORMERS (4-5)

ESTIMATE 2013

PRODUCTION	SUBSET
Animation	19,656,175.00
Script	46,800.00
Talent	12,185.92
Music	20,291.68
Production	48,000.00
Total production	2,025,452.60
OTHER PRODUCTION	
Production Fee 2 3.00%	607,336.18
Operations (Insurance ect)	15,011.25
Expenses	153,000.00
Notifac Costs	
CA Sales Tax	
Total Other Production	1,033,211.25
SALES	
Sales	323,073.12
Sales Material	
Station Promo Material	12,410.00
Public Relations	3,100.00
Coordination	
Advertising	11,400.00
HARBO/SUNSHINE	167,533.12
Station Compensation	14,257,276.00
Total Sales	14,359,692.24
DISTRIBUTION	
Syndication fee	200,000.00
Distribution	122,250.00
Total Distribution	1,172,250.00
RESERVE	0.00
TRANSFER	0.00
TOTAL COST	19,482,333.84

VISIONARIES
PRODUCTION LICENSE AGREEMENT

AGREEMENT made and entered into by and between Hasbro, Inc. ("Hasbro"), Milton Bradley International, Inc. ("MBI"), Sunbow Productions, Inc. ("Sunbow"), Starwild Music, Inc. ("Starwild"), and Wildstar Music, Inc. ("Wildstar").

Hasbro hereby engages Sunbow, and Sunbow hereby agrees, to produce certain television programming as defined in Paragraph 2 below ("Programs") and to distribute such Programs in the United States, its territories and possessions and Canada, and MBI hereby engages Sunbow, and Sunbow hereby agrees, to distribute such Programs throughout the universe excluding the United States, its territories and possessions and Canada, all in accordance with the provisions herein contained and the Standard Terms and Conditions attached hereto and incorporated fully herein by reference ("Standard Terms and Conditions").

Hasbro and Sunbow hereby engage Starwild and Wildstar, and Starwild and Wildstar agree, to publish those musical compositions initially created for synchronization with the Programs in accordance with the provisions herein contained and the Standard Terms and Conditions.

1. The Property. The Programs shall be based on the name, characters, symbols, designs, likenesses and visual representations of VISIONARIES (the "Property"), all of which Hasbro and MBI represent to be owned or controlled by them as set forth in the Preamble to and Paragraph E of the Standard Terms and Conditions.

2. The Programs. The Programs shall consist of a series of thirteen (13) episodes under the general title: "VISIONARIES." The Programs shall be animated in color, and each Program shall be approximately 28:30 minutes in length (including main and end titles and commercials). The Programs are to be produced for and will be initially telecast on a syndicated basis over so-called "free television" as such term is defined in Paragraph D(1) of the Standard Terms and Conditions.

3. Completion of Production. The thirteen (13) Programs shall be completed and delivered in time for initial telecast to commence September, 1987.

4. Payment for Programs.

(a) In consideration for Sunbow's production and initial distribution of the Programs for the Initial Telecast Term, Hasbro will pay to Sunbow the 'Costs of Production' (as defined in Paragraph H(3)(a) of the Standard Terms and Conditions) and those costs, expenses and fees pertaining to free television syndication of the Programs in the United States and its territories and possessions for the Initial Telecast Term, all of which amounts total Four Million Five Hundred Sixty Thousand Two Hundred Forty-Seven and 65/100 Dollars (\$4,560,247.65) as enumerated in Exhibits A and B appended hereto.

(b) The aforementioned payments include all (i) sales expenses, distribution fees and commissions; and distribution expenses in connection with the syndication of the Programs over free television (as defined in the Standard Terms and Conditions) in the United States and its territories and possessions, for the 'Initial Telecast Term,' as defined in Paragraph 5 below, (ii) all residual fees (other than so-called supplemental market payments) for the distribution of the Programs on a syndicated basis over free television for the Initial Telecast Term due to performing and other creative personnel or those furnishing same and applicable union payments, (iii) Sunbow's Production Fee Percentage as set forth in Paragraph 8 of this Production License Agreement ('PLA'), and (iv) all other 'Costs of Production' as defined in the Standard Terms and Conditions.

5. Initial Telecast Term--Hasbro's Media Time. The 'Initial Telecast Term' for the thirteen (13) Programs shall be September 26, 1987 through September 25, 1988. In regard to the distribution of the Programs in the Initial Telecast Term, as between Hasbro and Sunbow, Hasbro shall be entitled to receive, without the payment of additional compensation to Sunbow, (i) all commercial time granted by television stations in consideration for carrying any Programs and (ii) one hundred percent (100%) of all monies paid by television stations in consideration for carrying any Programs.

6. Hasbro's Time Subsequent to the Initial Telecast Term. Hasbro shall have the right to determine if the Programs are to be distributed subsequent to the Initial Telecast Term ("Subsequent Term") or whether to "rest" same from time to time during the Subsequent Term. Subject to the immediate preceding sentence and provided that Sunbow is not in breach of its obligations hereunder or under the Standard Terms and Conditions, all distribution during the Subsequent Term shall be effected through Sunbow under the terms and provisions set forth herein and in the Standard Terms and Conditions. In this regard, Hasbro shall have the right, exercisable by notice to Sunbow given in reasonable time prior to the commencement of the Subsequent Term, to utilize for itself the media time available on the Programs during the Subsequent Term.

7. Additional Programming. Sunbow shall have a first negotiation right to both produce and distribute for telecast over free television as herein provided, any additional Programs in the Series and any additional television programming based on the Property or any principal character thereof which Hasbro determines to have produced, primarily for initial telecast over free television, as well as a right of first negotiation to produce and distribute any motion pictures, phonograph recordings, videodiscs or videocassettes, original programming for cable or pay television, or any other productions or programming based, in whole or in part, upon the Property which Hasbro determines to have produced or distributed. Such right of first negotiation shall be effected in accordance with the provisions set forth in the Standard Terms and Conditions, but such right shall remain effective only if Sunbow is not in breach of its obligations under the PLA or the Standard Terms and Conditions and Sunbow has performed its obligations hereunder and thereunder in a manner reasonably satisfactory to Hasbro.

8. Sunbow's Compensation. The payments made and to be made pursuant to Paragraph 4 hereof by Hasbro to Sunbow include a percentage payment to Sunbow ("Production Fee Percentage") based upon the animation costs, script/teleplay costs, studio costs, costs of music, costs and fees of contractors, costs of sets, costs of travel in connection with the production of the Programs, and talent costs (including all performing, creative, technical and other personnel) but excluding so-called "supplemental market" payments to or on behalf of performing artists, all of which are enumerated under the caption "Production" in Exhibits A and B.

Said Production Fee Percentage shall be ten percent (10%) with respect to the Programs produced hereunder. In addition, Sunbow shall be entitled to the "Sunbow Share" of the "Distribution Proceeds" (as such terms are defined in the Standard Terms and Conditions), if any, and to the percentage of the "Barter Media Value" (as defined in the Standard Terms and Conditions) of all time utilized by Hasbro subsequent to the Initial Telecast Term, all as provided for in the Standard Terms and Conditions. All revenues and expenses regarding the Programs shall be fully cross-collateralized with all revenues and expenses regarding all other episodes produced by Sunbow for initial telecast on a syndicated basis and which are based upon the Property in the determination of Distribution Proceeds pursuant to the Standard Terms and Conditions.

9. Term. Provided that Sunbow is not in breach of this Agreement or the Standard Terms and Conditions, Sunbow's distribution rights shall be perpetual.

10. Territory. The Territory covered by this Agreement shall be the entire Universe.

11. Profit Participation of Marvel Entertainment Group ("Marvel"). Subject to compliance by Marvel with its obligations under Sunbow's agreement with Marvel and unless otherwise agreed with Marvel, Marvel shall be entitled to, and Sunbow shall pay Marvel a "Third Party Share" (as such term is defined in the Standard Terms and Conditions) in an amount equal to ten percent (10%) of the Distribution Proceeds, if any. Further, unless otherwise agreed with Marvel, Marvel shall be entitled to receive an amount equal to ten percent (10%) of sixty-five percent (65%) of the "Barter Media Value" of time utilized directly by Hasbro or any of its companies during the Subsequent Term.

12. Integration of Standard Terms and Conditions. The Standard Terms and Conditions previously executed by and between the parties hereto are hereby incorporated by reference as though fully set forth herein. In the event of

any irreconcilable inconsistency between the Standard Terms and Conditions and this Production License Agreement, this Production License Agreement shall control.

HABBAQ, INC.

By: Benny J. Cole
Its:

SUNBOW PRODUCTIONS, INC.

By: [Signature]
Its:

MILTON BRADLEY INTERNATIONAL, INC.

By: Benny J. Cole
Its:

STARWILD MUSIC, INC.

By: [Signature]
Its:

WILDSTAR MUSIC, INC.

By: [Signature]
Its:

BANDER/TURNER PRODUCTION LICENSE AGREEMENT

EXHIBIT A

TITLE : VICTORIANES (11)

ESTIMATE # 1039

PRODUCTION	BUDGET
Animation	12,530,000.39
Script	111,300.00
Talent	3,101.07
Music	2,525.00
Production	27,000.00
Total production	12,683,926.46

OTHER PRODUCTION	
Production Fee & (10%)	1,311,442.71
Operations (Insurance etc)	10,140.00
Technical	10,000.00
Staff Production	
Holding Cost	
Ch. Sales Fee	
Total Other Production	1,431,582.71

SALES	
Sales	100,000.00
Sales Material	11,000.00
Station Promotional	1,000.00
Public Relations	100.00
Conventions	170,000.00
Advertising	10,000.00
Station Compensation	
Total Sales	292,000.00

DISTRIBUTION	
Syndication Fee	100,000.00
Distribution	51,000.00
Total Distribution	151,000.00

Reserve	0.00
Air Refund Cancel	30,000.00
Transfer	

TOTAL COST	13,115,509.17
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WISCONSIN STATE BOARD OF PROFESSIONAL ACCOUNTANTS

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FILE : 71104ARIES 11
DATE : 1961

24-00000-1-1-1-1

1784-1785

Assignment	01/13/2013
Section	
Patent	01/13/2013
Waste	
Production	01/13/2013

Total production 1970, 1971, 1972

THE PROPOSITION

Production Tax: \$ 100
 Surpluses (Miscellaneous):
 Sales Tax:
 Chair Production
 Working Cost
 Ch. Sales Tax

Total Sub-Production

51155
JAL 48

Sales
 Sales Material
 Station Promotional
 Public Relations
 Conventions
 Advertising
 Station Cooperation

Total Salary	22.25
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Distribution

Specification: See
 Distribution: See

Total Contribution	10.00
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SECRET
Mr. Arthur C. ...
...
...

TOTAL COST - 752,119.32